

Amendment 67 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 67 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19th day of May, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to relocate one Sound Transit Customer Service Terminal. This work is per Change Request CR-002219.
- C. The Parties agree that the Work necessary to relocate the Customer Service Terminal will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will move one Customer Service Terminal (CST) from its present location in Union Station to the reconfigured Customer Service work area, also in Union Station.
- 1.2 The Contractor will perform the necessary testing post CST relocation to ensure the CST is functional. Said testing must include, but is not limited to:
 - (a) CST applications start
 - (b) Connectivity to MS Retail Databases on the BOC
 - (c) Internet access for payment gateways
 - (d) Connectivity to CCH services and applications
 - (e) RDP from CCH
 - (f) DNS is resolving correctly
 - (g) Network shares are reachable
 - (h) All Agency websites and reports are accessible

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 67

To perform the work necessary to relocate one Sound Transit Customer Service Terminal.	
TOTAL	\$486

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Sixty-seven shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: Deborah
Its: VICE PRESIDENT
Date: 13th May, 2010
UNDER PROTEST.

The Agencies

By: Constance Carlson
Their: Contract Administrator
On behalf of the Agencies
Date: May 19, 2010